

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**JUAN SIERRA TREJO, GABRIELA  
FLORES VIEGAS, INES BELLO  
CASTILLO, CARMEN CALIXTO  
RODRIGUEZ, and LUCERO SANTES  
VAZQUEZ,**

**04 CV 4005 (LTS)(DFE)**

**Plaintiffs,**

**-against-**

**DEFENDANTS BROADWAY  
PLAZA HOTEL'S, SALVATORE  
LODUCA'S AND PHILIP  
LORIA'S ANSWER**

**BROADWAY PLAZA HOTEL, FELIX  
DAVID BUENDIA RAMIREZ, SALVATORE  
LODUCA, and PHILIP LORIA,**

**Defendants.**

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Defendants **BROADWAY PLAZA HOTEL, SALVATORE LODUCA and PHILIP LORIA** (hereinafter "defendants"), by their attorneys, **FRANKLIN, GRINGER & COHEN, P.C.**, as and for their Answer to the Complaint, allege as follows:

1. Defendants deny the allegations contained in Paragraph 1 of the Complaint except admit that at various times plaintiffs Juan Sierra Trejo, Gabriela Flores Viegas, Ines Bello Castillo, Carmen Calixto Rodriguez and Lucero Santes Vazquez were employed by defendant Broadway Plaza Hotel.

2. Defendants deny the allegations contained in Paragraph 2 of the Complaint.

3. Paragraph three of the Complaint sets forth a legal conclusion that defendants are not obligated to answer; to the extent it may be read as setting forth any allegations of fact, defendants deny knowledge or information sufficient to form a belief as to the legal conclusion.

4. Paragraph four of the Complaint sets forth jurisdictional invocations and legal conclusions that defendants are not obligated to answer; to the extent it may be read as setting

forth any allegations of fact, defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of those allegations.

5. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 5 of the Complaint.

6. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 6 of the Complaint.

7. Paragraph seven of the Complaint sets forth venue invocations that defendants are not obligated to answer; to the extent it may be read as setting forth any allegations of fact, defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of those allegations.

8. Defendants deny the allegations contained in Paragraph 8 of the Complaint except admit that Plaintiff Juan Sierra Trejo has been employed by defendant Broadway Plaza Hotel.

9. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 9 of the Complaint.

10. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 10 of the Complaint except admit that Plaintiff Gabriela Flores Viegas is presently employed by defendant Broadway Plaza Hotel.

11. Defendants deny the allegations contained in Paragraph 11 of the Complaint except admit that Plaintiff Ines Bello Castillo has been employed by defendant Broadway Plaza Hotel.

12. Defendants deny the allegations contained in Paragraph 12 of the Complaint except admit that Plaintiff Gabriela Flores Viegas has been employed by defendant Broadway

Plaza Hotel.

13. Defendants deny the allegations contained in Paragraph 13 of the Complaint except admit that Plaintiff Lucero Santes Vazquez has been employed by defendant Broadway Plaza Hotel.

14. Defendants admit the allegations contained in Paragraph 14 of the Complaint.

15. Defendants deny the allegations contained in Paragraph 15 of the Complaint except admit that defendant Felix David Buendia Ramirez has been employed by defendant Broadway Plaza Hotel.

16. Defendants admit the allegations contained in Paragraph 16 of the Complaint.

17. Defendants admit the allegations contained in Paragraph 17 of the Complaint.

18. Paragraph eighteen of the Complaint sets forth a legal conclusion that defendants are not obligated to answer; to the extent it may be read as setting forth any allegations of fact, defendants deny the allegations set forth in Paragraph 18 of the Complaint.

19. Defendants deny the allegations contained in Paragraph 19 of the Complaint except admit Broadway Plaza Hotel is a hotel operating in Manhattan.

20. Defendants deny the allegations contained in Paragraph 20 of the Complaint.

21. Defendants deny the allegations contained in Paragraph 21 of the Complaint.

22. Defendants deny the allegations contained in Paragraph 22 of the Complaint.

23. Defendants deny the allegations contained in Paragraph 23 of the Complaint.

24. Defendants deny the allegations contained in Paragraph 24 of the Complaint.

25. Defendants deny the allegations contained in Paragraph 25 of the Complaint.

26. Defendants deny the allegations contained in Paragraph 26 of the Complaint.

27. Defendants deny the allegations contained in Paragraph 27 of the Complaint.

28. Defendants deny the allegations contained in Paragraph 28 of the Complaint except admit Plaintiffs were not paid any additional half-time for any hours worked over 40 hours a week.

29. Defendants deny the allegations contained in Paragraph 29 of the Complaint.

30. Defendants deny the allegations contained in Paragraph 30 of the Complaint.

31. Defendants deny the allegations contained in Paragraph 31 of the Complaint.

32. Defendants deny the allegations contained in Paragraph 32 of the Complaint.

33. Defendants deny the allegations contained in Paragraph 33 of the Complaint.

34. Defendants deny the allegations contained in Paragraph 34 of the Complaint.

35. Defendants deny the allegations contained in Paragraph 35 of the Complaint.

36. Defendants deny the allegations contained in Paragraph 36 of the Complaint.

37. Defendants deny the allegations contained in Paragraph 37 of the Complaint.

38. Defendants deny the allegations contained in Paragraph 38 of the Complaint.

39. Defendants deny the allegations contained in Paragraph 39 of the Complaint.

40. Defendants deny the allegations contained in Paragraph 40 of the Complaint.

41. Defendants deny the allegations contained in Paragraph 41 of the Complaint.

42. Defendants deny the allegations contained in Paragraph 42 of the Complaint.

43. Defendants deny the allegations contained in Paragraph 43 of the Complaint.

44. Defendants deny the allegations contained in Paragraph 44 of the Complaint.

45. Defendants deny the allegations contained in Paragraph 45 of the Complaint.

46. Defendants deny the allegations contained in Paragraph 46 of the Complaint.

47. Defendants deny the allegations contained in Paragraph 47 of the Complaint.

48. Defendants deny the allegations contained in Paragraph 48 of the Complaint.

49. Defendants deny the allegations contained in Paragraph 49 of the Complaint.

50. Defendants deny the allegations contained in Paragraph 50 of the Complaint.

51. Defendants deny the allegations contained in Paragraph 51 of the Complaint.

52. Defendants deny the allegations contained in Paragraph 52 of the Complaint.

53. Defendants deny the allegations contained in Paragraph 53 of the Complaint.

54. Defendants deny the allegations contained in Paragraph 54 of the Complaint.

55. Defendants deny the allegations contained in Paragraph 55 of the Complaint.

56. Defendants deny the allegations contained in Paragraph 56 of the Complaint

except admit Defendants Loduca and Loria were president and vice president of the Broadway Plaza Hotel, respectively, and oversaw Broadway Plaza Hotel's operations.

57. Defendants deny the allegations contained in Paragraph 57 of the Complaint

except admit Defendants Loduca and Loria worked at an office located within Broadway Plaza Hotel.

58. Defendants deny the allegations contained in Paragraph 58 of the Complaint.

59. Defendants deny the allegations contained in Paragraph 59 of the Complaint.

60. Defendants admit the allegations contained in Paragraph 60 of the Complaint.

61. Defendants deny the allegations contained in Paragraph 61 of the Complaint.

62. Defendants deny the allegations contained in Paragraph 62 of the Complaint.

63. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 63 of the Complaint.

64. Defendants deny the allegations contained in Paragraph 64 of the Complaint.

65. Defendants deny knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 65 of the Complaint.

66. Defendants deny the allegations contained in Paragraph 66 of the Complaint except admit all current employees are paid overtime compensation.

67. Defendants deny the allegations contained in Paragraph 67 of the Complaint.

68. Defendants deny the allegations contained in Paragraph 68 of the Complaint.

69. As to Paragraph 69 of the Complaint, defendants repeat and reallege its answers to each and every allegation contained in Paragraphs 1 to 68 of the Complaint as if fully set forth herein.

70. Defendants deny the allegations contained in Paragraph 70 of the Complaint.

71. Defendants deny the allegations contained in Paragraph 71 of the Complaint except admit Plaintiffs were not paid any additional half-time for any hours worked over 40 hours a week.

72. Defendants deny the allegations contained in Paragraph 72 of the Complaint.

73. As to Paragraph 73 of the Complaint, defendants repeat and reallege its answers to each and every allegation contained in Paragraphs 1 to 72 of the Complaint as if fully set forth herein.

74. Defendants deny the allegations contained in Paragraph 74 of the Complaint.

75. Defendants deny the allegations contained in Paragraph 75 of the Complaint except admit Plaintiffs were not paid any additional half-time for any hours worked over 40 hours a week.

76. Defendants deny the allegations contained in Paragraph 76 of the Complaint.

77. As to Paragraph 77 of the Complaint, defendants repeat and reallege its answers to each and every allegation contained in Paragraphs 1 to 76 of the Complaint as if fully set forth herein.

78. Defendants deny the allegations contained in Paragraph 78 of the Complaint.

79. Defendants deny the allegations contained in Paragraph 79 of the Complaint.

80. Defendants deny the allegations contained in Paragraph 80 of the Complaint.

81. As to Paragraph 81 of the Complaint, defendants repeat and reallege its answers to each and every allegation contained in Paragraphs 1 to 80 of the Complaint as if fully set forth herein.

82. Defendants deny the allegations contained in Paragraph 82 of the Complaint.

83. Defendants deny the allegations contained in Paragraph 83 of the Complaint.

84. As to Paragraph 84 of the Complaint, defendants repeat and reallege its answers to each and every allegation contained in Paragraphs 1 to 83 of the Complaint as if fully set forth herein.

85. Defendants deny the allegations contained in Paragraph 85 of the Complaint.

86. Defendants deny the allegations contained in Paragraph 86 of the Complaint.

87. As to Paragraph 87 of the Complaint, defendants repeat and reallege its answers to each and every allegation contained in Paragraphs 1 to 86 of the Complaint as if fully set forth herein.

88. Defendants deny the allegations contained in Paragraph 88 of the Complaint.

89. Defendants deny the allegations contained in Paragraph 89 of the Complaint.

90. As to Paragraph 90 of the Complaint, defendants repeat and reallege its answers to each and every allegation contained in Paragraphs 1 to 89 of the Complaint as if fully set forth herein.

91. Defendants deny the allegations contained in Paragraph 91 of the Complaint.

92. Defendants deny the allegations contained in Paragraph 92 of the Complaint.

93. As to Paragraph 93 of the Complaint, defendants repeat and reallege its answers to each and every allegation contained in Paragraphs 1 to 92 of the Complaint as if fully set forth herein.

94. Defendants deny the allegations contained in Paragraph 94 of the Complaint.

95. Defendants deny the allegations contained in Paragraph 95 of the Complaint.

96. As to Paragraph 96 of the Complaint, defendants repeat and reallege its answers to each and every allegation contained in Paragraphs 1 to 95 of the Complaint as if fully set forth herein.

97. Defendants deny the allegations contained in Paragraph 97 of the Complaint.

98. Defendants deny the allegations contained in Paragraph 98 of the Complaint.

99. Plaintiffs have withdrawn their tenth cause of action and defendants are not obligated to answer Paragraph 99.

100. Plaintiffs have withdrawn their tenth cause of action and defendants are not obligated to answer Paragraph 100.

101. Plaintiffs have withdrawn their tenth cause of action and defendants are not obligated to answer Paragraph 101.

102. As to Paragraph 102 of the Complaint, defendants repeat and reallege its answers



to each and every allegation contained in Paragraphs 1 to 101 of the Complaint as if fully set forth herein.

103. Defendants deny the allegations contained in Paragraph 103 of the Complaint.

104. Defendants deny the allegations contained in Paragraph 104 of the Complaint.

105. Defendants deny the allegations contained in Paragraph 105 of the Complaint.

106. Defendants deny the allegations contained in Paragraph 106 of the Complaint.

107. Defendants' twelfth cause of action has been dismissed by the Court and defendants are not obligated to answer Paragraph 107.

108. Defendants' twelfth cause of action has been dismissed by the Court and defendants are not obligated to answer Paragraph 108.

109. Defendants' twelfth cause of action has been dismissed by the Court and defendants are not obligated to answer Paragraph 109.

110. As to Paragraph 110 of the Complaint, defendants repeat and reallege its answers to each and every allegation contained in Paragraphs 1 to 109 of the Complaint as if fully set forth herein.

111. Defendants deny the allegations contained in Paragraph 111 of the Complaint.

112. Defendants deny the allegations contained in Paragraph 112 of the Complaint.

113. Defendants deny the allegations contained in Paragraph 113 of the Complaint.

114. As to Paragraph 114 of the Complaint, defendants repeat and reallege its answers to each and every allegation contained in Paragraphs 1 to 113 of the Complaint as if fully set forth herein.

115. Defendants deny the allegations contained in Paragraph 115 of the Complaint.

116. Defendants deny the allegations contained in Paragraph 116 of the Complaint.

117. Defendants deny the allegations contained in Paragraph 117 of the Complaint.

118. As to Paragraph 118 of the Complaint, none of the allegations contained in Plaintiffs' fifteenth cause of action are alleged against defendants and defendants are not required to answer.

119. As to Paragraph 119 of the Complaint, none of the allegations contained in Plaintiffs' fifteenth cause of action are alleged against defendants and defendants are not required to answer.

120. As to Paragraph 120 of the Complaint, none of the allegations contained in Plaintiffs' fifteenth cause of action are alleged against defendants and defendants are not required to answer.

121. As to Paragraph 121 of the Complaint, defendants repeat and reallege its answers to each and every allegation contained in Paragraphs 1 to 120 of the Complaint as if fully set forth herein.

122. Defendants deny the allegations contained in Paragraph 122 of the Complaint.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

123. The Complaint fails to state any claims by plaintiffs against defendants upon which relief can be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

124. The employment decisions of which plaintiffs complain were based on reasonable factors other than in retaliation of plaintiffs' alleged complaints of harassment and discrimination.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

125. The employment decisions of which plaintiffs complain were based on reasonable factors other than the sex and marital status of plaintiffs.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

126. Plaintiffs failed to make any complaints about the alleged discrimination to any person employed by Broadway Plaza Hotel and Broadway Plaza Hotel has taken reasonable measures to prevent such discrimination.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

127. All alleged discriminatory acts occurring more than three hundred days prior to the filing of Plaintiffs' Charge of Discrimination with the Equal Employment Opportunity Commission are time barred.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

128. Plaintiffs' claims must be dismissed based upon plaintiffs' election of remedies.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

129. Plaintiffs have failed to exercise reasonable diligence in seeking comparable employment and is thus barred from collecting back pay or benefits.

**AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE**

130. Plaintiffs are not entitled to punitive damages on the basis of their discrimination claims because the alleged conduct of defendants, even if it did occur, which allegations defendants deny, was not willful, wanton, or outrageous.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

131. Plaintiffs are not entitled to liquidated damages for their overtime claims because defendants acted in good faith and had reason to believe its actions and/or omissions did not

willfully violate federal and/or state law.

**AS AND FOR A TENTH AFFIRMATIVE DEFENSE**

132. Plaintiffs have failed to allege any claims pursuant to the Victims of Trafficking and Violence Protection Act of 2000 which occurred after December 19, 2003.

**AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE**

133. Pursuant to *Hoffman Plastic Compounds, Inc. v. NLRB*, 535 U.S. 137, 122 S. Ct. 1275, 152 L. Ed. D 271 (2002), plaintiffs are barred from seeking injunctive relief or damages because plaintiffs were illegally working in the United States.

**WHEREFORE**, defendants demand judgment dismissing the Complaint in its entirety.

Dated: Garden City, New York  
March 10, 2005

Respectfully submitted,

By: /s  
Joshua Marcus, Esq. (JM 4250)  
**FRANKLIN, GRINGER & COHEN, P.C.**  
Attorneys for Defendants Broadway Plaza  
Hotel, Salvatore Loduca and Philip Loria  
666 Old Country Road, Suite 202  
Garden City, NY 11530-2013  
(516) 228-3131

TO: Leonora M. Lapidus (LL 6592)  
Women's Rights Project  
American Civil Liberties Union Foundation  
125 Broad Street, 18<sup>th</sup> Floor  
New York, NY 10004  
(212) 519-7816

David A. Barrett (DA 9626)  
Eric Brenner (EB 2177)  
Boies Schiller & Flexner, LLP  
570 Lexington Avenue, 16<sup>th</sup> Floor  
New York, NY 10022  
(212) 446-2300  
*Attorneys for Plaintiffs*

Ira Sturm, Esq.  
Raab, Sturm & Goldman, LLP  
330 Madison Avenue, Suite 2010  
New York, NY 10017  
(212) 683-6699  
*Attorneys for Defendant*  
*Felix David Buendia Ramirez*